



Case No. 16-CV-727

Gwin, J.

A successful protective order motion must show specifically that disclosure of particular information would cause serious competitive or financial harm.<sup>6</sup> Here, the movants fail to meet this standard. The proposed confidentiality agreement is exceedingly broad and unspecific. The movants ask for blanket authority to designate documents as confidential that they mark as “Confidential” based on a “good faith determination that the documents contain information protected from disclosure”.<sup>7</sup> However, they have failed to show that public disclosure of any information might cause serious harm or is otherwise warranted.

This Court will not grant the parties’ blanket authorization to cloak the entire case under a veil and **DENIES** the proposed stipulated protective order.

IT IS SO ORDERED.

Dated: July 18, 2016

s/ *James S. Gwin*  
JAMES S. GWIN  
UNITED STATES DISTRICT JUDGE

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“turn[ing] this function over to the parties,” which would be “a violation not only of Rule 26(c) but of the principles so painstakingly discussed in *Brown & Williamson*”).

<sup>6</sup> See, e.g., *Brown & Williamson*, 710 F.2d at 1179-80.

<sup>7</sup> Doc. [15](#) at 2.